

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W68MD9-5004-8323-0001		PAGE 1 OF 24	
2. CONTRACT NO. W912DW-05-P-0120		3. AWARD/EFFECTIVE DATE 16-Feb-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0037	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SCOTT W BRITT				b. TELEPHONE NUMBER (No Collect Calls) 206-764-3517	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329  TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 561720 SIZE STANDARD:\$14 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385		CODE G370F00		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE SCOTT BRITT PH:206-764-3517 FAX: 206-764-6817 SCOTT.W.BRITT@US.ARMY.MIL SEATTLE WA		CODE W912DW	
17a. CONTRACTOR/OFFEROR CLEAN COUNTRY INC JIM EVANS CCR REG PO BOX 27409 OMAHA NE 68127-0409  TEL. 402-733-2123		CODE OT8M3		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE W66KQZ	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA  See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$4,902.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED <u>16-Feb-2005</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMSSEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		22-Feb-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT ( <i>Location</i> )	
42c. DATE REC'D ( <i>YY/MM/DD</i> )		42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR SERVICES: KLAMATH FALLS, OR FFP 00-292 Army/Navy/Air Force/ Marine Corp offices in Klamath Falls, Oregon - 2418 square feet Provide the quality performance of non-personal janitorial services at 3160 South 6th Street in Kalamath Falls in accordance with the schedule, statement of work, and applicable wage determination. The Government reserves the right to award two service option periods. Exercise of options will be through the addition of line items. The most current applicable wage determination is incorporated at the award of an option.  PURCHASE REQUEST NUMBER: W68MD9-5004-8323-0001	1	Lump Sum	\$4,902.00	\$4,902.00
				NET AMT	\$4,902.00
ACRN AA Funded Amount					\$4,902.00

FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 21520200000 088082 2540FGH4J6131996AA000 QDPW 35026  
 COST 000000000000  
 CODE:  
 AMOUNT: \$4,902.00

SCHEDULE

A. **BASE PERIOD:** PERFORMANCE PERIOD IS 21 FEBRUARY 2005 – 31 JANUARY 2006

1. PROVIDE **MONTHLY** CLEANING SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) EXCEPT AS IDENTIFIED IN PARAGRAPHS E AND F INCLUDING:

- i. SERVICES PERFORMED EACH MONDAY, WEDNESDAY, AND FRIDAY AS DESCRIBED IN PARAGRAPHS "A" AND "B"
- ii. SERVICES PERFORMED THE SECOND AND FOURTH MONDAY OF EACH MONTH AS DESCRIBED IN PARAGRAPH "C"
- iii. SERVICES PERFORMED THE FOURTH FRIDAY OF EVERY MONTH AS DESCRIBED IN PARAGRAPH "D"
- iv. SERVICES PERFORMED AS DIRECTED AS DESCRIBED IN PARAGRAPH "G"

RATE: \$ 361 / PER MONTH X 12 MONTHS = \$4,332

2. PROVIDE ALL SERVICES THE FIRST WEEK OF DECEMBER, MARCH, JUNE, AND SEPTEMBER IN ACCORDANCE WITH PARAGRAPH "E" OF THE SOW.

RATE: \$75 /PER MONTH X 4 MONTHS = \$300

3. PROVIDE ALL SERVICES IN NOVEMBER AND MAY IN ACCORDANCE WITH PARAGRAPH "F" OF THE SOW.

RATE: \$135 / PER MONTH X 2 MONTHS = \$270

**B. FIRST OPTION PERIOD:** PERFORMANCE PERIOD IS 1 FEBRUARY 2006 – 31 JANUARY 2007

1. PROVIDE **MONTHLY** CLEANING SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) EXCEPT AS IDENTIFIED IN PARAGRAPHS E AND F INCLUDING:

- i. SERVICES PERFORMED EACH MONDAY, WEDNESDAY, AND FRIDAY AS DESCRIBED IN PARAGRAPHS "A" AND "B"
- ii. SERVICES PERFORMED THE SECOND AND FOURTH MONDAY OF EACH MONTH AS DESCRIBED IN PARAGRAPH "C"
- iii. SERVICES PERFORMED THE FOURTH FRIDAY OF EVERY MONTH AS DESCRIBED IN PARAGRAPH "D"
- iv. SERVICES PERFORMED AS DIRECTED AS DESCRIBED IN PARAGRAPH "G"

RATE: \$370 / PER MONTH X 12 MONTHS = \$4,440

2. PROVIDE ALL SERVICES THE FIRST WEEK OF DECEMBER, MARCH, JUNE, AND SEPTEMBER IN ACCORDANCE WITH PARAGRAPH "E" OF THE SOW.

RATE: \$78 /PER MONTH X 4 MONTHS = \$312

3. PROVIDE ALL SERVICES IN NOVEMBER AND MAY IN ACCORDANCE WITH PARAGRAPH "F" OF THE SOW.

RATE: \$138 / PER MONTH X 2 MONTHS = \$276

C. **SECOND OPTION PERIOD:** PERFORMANCE PERIOD IS 1 FEBRUARY 2007 – 31 JANUARY 2008

1. PROVIDE **MONTHLY** CLEANING SERVICES IN ACCORDANCE WITH THE STATEMENT OF WORK (SOW) EXCEPT AS IDENTIFIED IN PARAGRAPHS E AND F INCLUDING:

- i. SERVICES PERFORMED EACH MONDAY, WEDNESDAY, AND FRIDAY AS DESCRIBED IN PARAGRAPHS "A" AND "B"
- ii. SERVICES PERFORMED THE SECOND AND FOURTH MONDAY OF EACH MONTH AS DESCRIBED IN PARAGRAPH "C"
- iii. SERVICES PERFORMED THE FOURTH FRIDAY OF EVERY MONTH AS DESCRIBED IN PARAGRAPH "D"
- iv. SERVICES PERFORMED AS DIRECTED AS DESCRIBED IN PARAGRAPH "G"

RATE: \$379 / PER MONTH X 12 MONTHS = \$4,548

2. PROVIDE ALL SERVICES THE FIRST WEEK OF DECEMBER, MARCH, JUNE, AND SEPTEMBER IN ACCORDANCE WITH PARAGRAPH "E" OF THE SOW.

RATE: \$81 /PER MONTH X 4 MONTHS = \$324

3. PROVIDE ALL SERVICES IN NOVEMBER AND MAY IN ACCORDANCE WITH PARAGRAPH "F" OF THE SOW.

RATE: \$141 / PER MONTH X 2 MONTHS = \$282

## STATEMENT OF WORK

### 1. GENERAL:

Furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily perform janitorial services, as described herein, at Recruitment/Reserve Offices in various locations. Services shall be provided on Monday, Wednesday and Friday, unless stated otherwise.

### 2. BUILDING AREA / LOCATION:

See Schedule Instructions page

**NOTE: The Government will not be responsible for any error or variation in the square footage listed nor will the Contractor, because of an error or variation in the square footage listed, be relieved of the responsibility to carry out the contract in accordance with the intent and meaning of the specifications without additional cost to the Government.**

### 3. BUILDING OFFICE HOURS:

The official working hours of the building occupants are 0800 hours to 1700 hours Monday through Friday except holidays. All services are required to be performed during normal office working hours. The Contractor is to arrange a cleaning schedule during these hours in a fashion that does not interfere with the office employees.

### 4. SUPPLIES, MATERIALS, AND EQUIPMENT:

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work of this contract, including but not limited to: Brooms; brushes; wiping, polishing, treated and untreated dusting cloths; wet mops; sweep mops; sponges; squeegees; paper towels; toilet tissue; hand soap; porcelain ware cleaner; plastic bag liners for sanitary napkin disposal receptacles and wastebaskets; liquid and powder detergents; glass cleaner; floor wax; floor stripper, metal polish; furniture polish; scouring powder, if required. As a minimum, these supplies and materials shall be of a quality to provide the required services. The Contractor shall not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to any part of the building, its contents, or equipment.

All necessary cleaning equipment including, but not limited to, waxing and polishing machines, industrial type vacuum cleaners, as needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Contracting Officer. Equipment deemed by the Contracting Officer to be of improper type or design or inadequate for the purpose intended shall be replaced. Electrical power will be furnished by the Government at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. Hot and cold water will also be made available as necessary for that purpose.

### 5. CONDUCT OF CONTRACTOR'S EMPLOYEES:

The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Contractor shall require his employees to comply with the instructions, pertaining to conduct and building regulations, issued by the contracting officer's representative.

### 6. WORKMANSHIP:

All work shall be performed at the frequencies specified herein:

A. SERVICES TO BE PERFORMED EACH **MONDAY & WEDNESDAY**:

(1) Rest rooms:

- (a) Wash the inside and outside of all water closets, seats, and urinals with a disinfectant detergent. Leave seats in a raised position; clean and wipe wash basin so they are free of all water marks.
- (b) Empty all trash receptacles; *maintain, clean, and sanitize trash cans*. Empty and disinfect all sanitary napkin dispensers and replace with new plastic liner bags.
- (c) Replenish all supplies such as paper towels, toilet paper, and soap.
- (d) *Spot clean wall surfaces, partitions, doors, and waste receptacles.*

(2) Office Area Cleaning:

- (a) Empty all wastebaskets; *maintain, clean, and sanitize trash cans*. Liners should be replaced in wastebaskets as required but not less than once per week.
- (b) Spot vacuum all carpeted office areas to remove all obvious surface dirt from the traffic area and from under furniture. Sweep and spot clean hard surface floors with a treated sweep-mop.
- (c) **Dust the horizontal surfaces of desks, files and tables with a treated dust cloth. Glass desk tops shall be cleaned with an untreated cloth.**

(3) Entrances, Hallways, and Corridors: Sweep or vacuum all floors; dust all surfaces and polish metal and wood surfaces.

(4) Wastepaper, Trash, and Debris Removal: Collect and remove all trash, debris, wastepaper and garbage from the building. Contractor shall assure that liquid and other debris is not deposited on the floor during collection and removal. All trash shall be disposed of in the proper locations and bins as designated by the lessor.

(5) Drinking Fountains: Clean and polish dry.

(6) Sidewalks, Parking Areas and Outside Entrances: Remove trash, debris or litter outside entrances. (***NOTE: Cleaning of sidewalk areas is limited to a reasonable distance from entrances and/or rear-exits of Recruiting offices .***)

B. SERVICES TO BE PERFORMED EACH **FRIDAY**:

(1) Rest rooms:

- (a) Wash the inside and outside of all water closets, seats, and urinals with a disinfectant detergent. Leave seats in a raised position; clean and wipe wash basin so they are free of all water marks.
- (b) Empty all trash receptacles; *maintain, clean, and sanitize trash cans*. Empty and disinfect all sanitary napkin dispensers and replace with new plastic liner bags.

(c) Replenish all supplies such as paper towels, toilet paper, and soap.

*(d) Damp mop and disinfect all rest room fixtures and floors. No rust, incrustation, or water rings shall exist.*

(2) Office Area Cleaning:

(a) Empty all wastebaskets and dispose of trash at designated location.

(b) Vacuum all carpets to include use of crevice attachment to vacuum corners and edges of carpet.

(c) Dust all surfaces to include window sills, baseboards, woodwork, radiator/vents, venetian blinds.

(3) Entrances, Hallways, and Corridors:

(a) Wash inside/outside of glass doors. Polish and remove finger marks and smears on door frame.

(b) Damp mop and buff hard surface floors.

(4) Drinking Fountains: Clean and polish dry.

C. SERVICES TO BE PERFORMED SECOND & FOURTH MONDAY OF EACH MONTH:

(1) Window/Glass Cleaning: Clean all window glass both inside and outside, glass over exterior and vestibule doors, clear/opaque glass in interior partitions, doors, and transoms.

(2) Room Cleaning: Clean and spot wash all vertical surfaces (including walls and partitions, knee wells, and table legs).

(3) Carpet Protectors: Damp mop carpet protectors.

D. SERVICES TO BE PERFORMED FOURTH FRIDAY OF EVERY MONTH:

(1) Floors: Wash, wax, and buff hard surface floors.

(2) Wastebaskets: Scour and disinfect wastebaskets.

(3) Furniture:

(a) Vinyl Furniture: Clean with appropriate chemical cleaner (not soap & water).

(b) Wood Furniture: Clean with a wood cleaner or polish.

(c) Metal Parts: Clean and polish.

(d) Upholstered Furniture: Vacuum to remove dust and other particles.

E. SERVICES TO BE PERFORMED **QUARTERLY (1<sup>ST</sup> WEEK DEC, MAR, JUN, & SEP):**

- (1) Office Partitions: Clean and dry without leaving streaks.
- (2) Wood Paneling: Clean with wood cleaner or polish.
- (3) Window Coverings: Clean venetian blinds, tapes and cords in accordance with manufacturer's recommendations.
- (4) Fixtures & Shields: Damp clean fixtures & shields.

F. SERVICES TO BE PERFORMED **SEMIANNUALLY (1<sup>ST</sup> WEEK NOV & MAY):**

- (1) Carpets: Steam clean carpets, removing all dirt and non-permanent spots or stains;
- (2) Non-Carpeted Areas:
  - (a) Vinyl/tile floors: Strip, clean, wax (apply two coats), and buff to a high shine.
  - (b) Non-Wax Vinyl Floors: Treat with a sealer after being stripped.

G. SERVICES TO BE PERFORMED AS NEEDED OR DIRECTED BY THE CONTRACTING OFFICER'S REPRESENTATIVE:

- (1) Floor Maintenance - Carpeting:
  - (a) Corridors and Lobbies and other Multi-agency Use Space: The Contractor will be responsible for removal of spots and stains from carpets in corridors, lobbies, and other multi-agency use space such as conference rooms and test rooms., within the confines of the Armed Forces Recruiting Office.
  - (b) Other Carpeted Areas: Remove spots and stains from carpets in other occupied space.
- (2) Floor Maintenance - Non-carpeted Areas: Remove scuff marks from flooring.
- (3) Lighting: Furnish and replace light bulbs and fluorescent tubes as needed.
- (4) Floor Mats: The Contractor will furnish floor mats in entrance ways and lobbies which are to be maintained by the Contractor.
- (5) Refrigerator/microwave: The Contractor will clean these appliances upon request.

H. GENERAL INSTRUCTIONS:

- (1) Windows are to be closed, lights to be turned out when not in use; security rooms are to be locked; all "lost and found" type articles will be turned in to proper authorities; promptly report fires, hazardous conditions, and any items needing repairs (such as leaky faucets, toilet stoppage, and lighting problems).
- (2) Lighting: Contractor will replace all burned out lights as needed and/or within two working days of notification that lights need replacing. Bulbs and fluorescent tubes will be furnished by the Contractor.

(3) The care of any potted plants within the office areas is not the responsibility of the Contractor.

I. RESPONSIBILITY FOR DAMAGES:

The janitorial contractor shall be responsible for all damages occurring by their performance or failure to perform under this contract.

J. PAYMENT

Invoice payment address block 18a. Payment net 30 days from date of invoice  
Request one copy of each invoice sent to the following address:

Seattle District Corps of Engineers  
CENWS-RE-RS  
PO Box 3755  
Seattle WA 98124-3755  
Phone: 206-764-3667

Web Invoicing System (WInS)

*WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>*

*At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).*

(End of Statement of Work)

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2005

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

XX \_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.
- \_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.
- \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- XX \_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- \_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- XX \_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX \_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- XX \_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- XX \_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX \_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX \_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of clause)



01520 - Test Proctor	13.67
01531 - Travel Clerk I	10.87
01532 - Travel Clerk II	11.78
01533 - Travel Clerk III	12.67
01611 - Word Processor I	11.01
01612 - Word Processor II	12.35
01613 - Word Processor III	15.23
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.80
03041 - Computer Operator I	11.80
03042 - Computer Operator II	13.20
03043 - Computer Operator III	14.72
03044 - Computer Operator IV	16.35
03045 - Computer Operator V	18.11
03071 - Computer Programmer I (1)	13.33
03072 - Computer Programmer II (1)	16.53
03073 - Computer Programmer III (1)	20.22
03074 - Computer Programmer IV (1)	24.45
03101 - Computer Systems Analyst I (1)	22.05
03102 - Computer Systems Analyst II (1)	26.71
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.80
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.81
05010 - Automotive Glass Installer	14.30
05040 - Automotive Worker	14.63
05070 - Electrician, Automotive	15.35
05100 - Mobile Equipment Servicer	12.90
05130 - Motor Equipment Metal Mechanic	16.06
05160 - Motor Equipment Metal Worker	14.63
05190 - Motor Vehicle Mechanic	16.06
05220 - Motor Vehicle Mechanic Helper	12.16
05250 - Motor Vehicle Upholstery Worker	13.92
05280 - Motor Vehicle Wrecker	14.63
05310 - Painter, Automotive	16.51
05340 - Radiator Repair Specialist	14.63
05370 - Tire Repairer	11.59
05400 - Transmission Repair Specialist	16.06
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.37
07010 - Baker	11.23
07041 - Cook I	9.67
07042 - Cook II	10.72
07070 - Dishwasher	7.87
07130 - Meat Cutter	14.77
07250 - Waiter/Waitress	8.43
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.76
09040 - Furniture Handler	10.59
09070 - Furniture Refinisher	13.76
09100 - Furniture Refinisher Helper	11.14
09110 - Furniture Repairer, Minor	12.48
09130 - Upholsterer	13.76
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.98
11060 - Elevator Operator	8.98
11090 - Gardener	11.41
11121 - House Keeping Aid I	8.25
11122 - House Keeping Aid II	9.30
11150 - Janitor	9.69
11210 - Laborer, Grounds Maintenance	11.20
11240 - Maid or Houseman	8.25
11270 - Pest Controller	13.96
11300 - Refuse Collector	10.60
11330 - Tractor Operator	12.83
11360 - Window Cleaner	10.41
12000 - Health Occupations	
12020 - Dental Assistant	15.63
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.07
12071 - Licensed Practical Nurse I	12.12

12072 - Licensed Practical Nurse II	13.60
12073 - Licensed Practical Nurse III	15.21
12100 - Medical Assistant	13.73
12130 - Medical Laboratory Technician	13.73
12160 - Medical Record Clerk	11.23
12190 - Medical Record Technician	15.55
12221 - Nursing Assistant I	9.01
12222 - Nursing Assistant II	10.12
12223 - Nursing Assistant III	11.05
12224 - Nursing Assistant IV	12.39
12250 - Pharmacy Technician	12.41
12280 - Phlebotomist	13.59
12311 - Registered Nurse I	17.34
12312 - Registered Nurse II	21.21
12313 - Registered Nurse II, Specialist	21.21
12314 - Registered Nurse III	25.67
12315 - Registered Nurse III, Anesthetist	25.67
12316 - Registered Nurse IV	30.75
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.20
13011 - Exhibits Specialist I	16.30
13012 - Exhibits Specialist II	19.44
13013 - Exhibits Specialist III	22.55
13041 - Illustrator I	16.30
13042 - Illustrator II	19.37
13043 - Illustrator III	22.35
13047 - Librarian	20.65
13050 - Library Technician	14.75
13071 - Photographer I	13.28
13072 - Photographer II	15.17
13073 - Photographer III	17.67
13074 - Photographer IV	20.32
13075 - Photographer V	24.60
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.88
15030 - Counter Attendant	7.88
15040 - Dry Cleaner	10.25
15070 - Finisher, Flatwork, Machine	8.43
15090 - Presser, Hand	8.43
15100 - Presser, Machine, Drycleaning	8.43
15130 - Presser, Machine, Shirts	8.43
15160 - Presser, Machine, Wearing Apparel, Laundry	8.43
15190 - Sewing Machine Operator	11.06
15220 - Tailor	11.79
15250 - Washer, Machine	8.67
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.77
19040 - Tool and Die Maker	20.83
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.31
21020 - Material Coordinator	14.61
21030 - Material Expediter	14.61
21040 - Material Handling Laborer	12.69
21050 - Order Filler	11.03
21071 - Forklift Operator	13.75
21080 - Production Line Worker (Food Processing)	13.55
21100 - Shipping/Receiving Clerk	11.33
21130 - Shipping Packer	11.33
21140 - Store Worker I	10.51
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.61
21210 - Tools and Parts Attendant	13.55
21400 - Warehouse Specialist	13.55
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.08
23040 - Aircraft Mechanic Helper	13.66
23050 - Aircraft Quality Control Inspector	19.92
23060 - Aircraft Servicer	16.54
23070 - Aircraft Worker	17.09
23100 - Appliance Mechanic	15.36
23120 - Bicycle Repairer	11.43

23125 - Cable Splicer	21.04
23130 - Carpenter, Maintenance	15.91
23140 - Carpet Layer	14.81
23160 - Electrician, Maintenance	21.63
23181 - Electronics Technician, Maintenance I	18.85
23182 - Electronics Technician, Maintenance II	20.67
23183 - Electronics Technician, Maintenance III	21.64
23260 - Fabric Worker	16.10
23290 - Fire Alarm System Mechanic	19.44
23310 - Fire Extinguisher Repairer	15.10
23340 - Fuel Distribution System Mechanic	17.67
23370 - General Maintenance Worker	13.83
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.78
23430 - Heavy Equipment Mechanic	19.40
23440 - Heavy Equipment Operator	19.68
23460 - Instrument Mechanic	19.08
23470 - Laborer	10.73
23500 - Locksmith	18.09
23530 - Machinery Maintenance Mechanic	17.70
23550 - Machinist, Maintenance	16.61
23580 - Maintenance Trades Helper	11.14
23640 - Millwright	21.04
23700 - Office Appliance Repairer	18.09
23740 - Painter, Aircraft	18.03
23760 - Painter, Maintenance	13.73
23790 - Pipefitter, Maintenance	21.04
23800 - Plumber, Maintenance	19.60
23820 - Pneudraulic Systems Mechanic	19.08
23850 - Rigger	19.08
23870 - Scale Mechanic	17.09
23890 - Sheet-Metal Worker, Maintenance	17.59
23910 - Small Engine Mechanic	15.86
23930 - Telecommunication Mechanic I	17.42
23931 - Telecommunication Mechanic II	18.19
23950 - Telephone Lineman	19.08
23960 - Welder, Combination, Maintenance	14.40
23965 - Well Driller	19.08
23970 - Woodcraft Worker	19.08
23980 - Woodworker	13.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.29
24580 - Child Care Center Clerk	11.58
24600 - Chore Aid	8.71
24630 - Homemaker	15.76
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.16
25040 - Sewage Plant Operator	19.11
25070 - Stationary Engineer	19.16
25190 - Ventilation Equipment Tender	14.11
25210 - Water Treatment Plant Operator	19.11
27000 - Protective Service Occupations	
(not set) - Police Officer	22.86
27004 - Alarm Monitor	15.75
27006 - Corrections Officer	19.42
27010 - Court Security Officer	19.42
27040 - Detention Officer	19.42
27070 - Firefighter	20.00
27101 - Guard I	9.14
27102 - Guard II	13.71
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.77
28020 - Hatch Tender	15.77
28030 - Line Handler	15.77
28040 - Stevedore I	13.65
28050 - Stevedore II	16.54
29000 - Technical Occupations	
21150 - Graphic Artist	18.41
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72

29023 - Archeological Technician I	15.98
29024 - Archeological Technician II	17.91
29025 - Archeological Technician III	22.15
29030 - Cartographic Technician	21.51
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.05
29040 - Civil Engineering Technician	20.99
29061 - Drafter I	12.35
29062 - Drafter II	15.38
29063 - Drafter III	18.08
29064 - Drafter IV	21.05
29081 - Engineering Technician I	12.55
29082 - Engineering Technician II	15.70
29083 - Engineering Technician III	18.44
29084 - Engineering Technician IV	21.42
29085 - Engineering Technician V	26.20
29086 - Engineering Technician VI	31.70
29090 - Environmental Technician	18.15
29100 - Flight Simulator/Instructor (Pilot)	26.71
29160 - Instructor	20.32
29210 - Laboratory Technician	16.58
29240 - Mathematical Technician	18.50
29361 - Paralegal/Legal Assistant I	13.94
29362 - Paralegal/Legal Assistant II	16.94
29363 - Paralegal/Legal Assistant III	20.67
29364 - Paralegal/Legal Assistant IV	25.07
29390 - Photooptics Technician	20.39
29480 - Technical Writer	18.99
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	18.28
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.22
29622 - Weather Observer, Upper Air (3)	16.22
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.48
31260 - Parking and Lot Attendant	7.50
31290 - Shuttle Bus Driver	11.19
31300 - Taxi Driver	9.53
31361 - Truckdriver, Light Truck	11.19
31362 - Truckdriver, Medium Truck	14.17
31363 - Truckdriver, Heavy Truck	15.04
31364 - Truckdriver, Tractor-Trailer	15.04
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.72
99030 - Cashier	9.10
99041 - Carnival Equipment Operator	10.88
99042 - Carnival Equipment Repairer	11.56
99043 - Carnival Worker	8.87
99050 - Desk Clerk	9.29
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	12.88
99510 - Recycling Worker	10.34
99610 - Sales Clerk	10.91
99620 - School Crossing Guard (Crosswalk Attendant)	9.32
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	19.11
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.34
99660 - Surveying Aide	12.00
99690 - Swimming Pool Operator	15.48
99720 - Vending Machine Attendant	13.16
99730 - Vending Machine Repairer	15.48
99740 - Vending Machine Repairer Helper	13.16

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2. 59 an hour or \$103. 60 a week or \$448. 93 a month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.